

**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation
Professional Services**

To:

Date: February 27, 2020

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RFP No. 024-T-2020 (P)

Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than *Wednesday, March 25, 2020 @ 4:30 o'clock p.m.* Atlantic Standard Time.

DESCRIPTION OF WORK: Qualified and Licensed Vendors to Provide E-Rate for Telecommunication Services Local and Long-Distance Telephone and Cellular Services for the Library System

SCOPE OF SERVICES: See attached

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas
Commissioner
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-024-T-2020 (P)

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Chief Deputy Commissioner of Procurement, Lisa Alejandro** at lisa.alejandro@dpp.vi.gov.

B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-024-T-2020 (P)**

C. PROPOSE SCOPE OF WORK

See Attached

D. TIMETABLE

Last Day for Written Clarification is Thursday, March 5, 2020 @ 1:00 PM

E. SUBMISSION OF PROPOSAL

All interested parties shall submit *one* (1) original and *five* (5) copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than *Thursday, March 12, 2020 @ 9:00 AM Atlantic Standard Time.*

They shall be addressed to:

Anthony D. Thomas
Commissioner
Property & Procurement
8201 Subbase, 3rd Floor
St. Thomas, Virgin Islands 00802

THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED PROPOSALS-DO NOT OPEN

RFP-024-T-2020 (P)

(Name of Bidder)

(Mailing Address of Bidder)

(Telephone Number of Bidder)

(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief Deputy Commissioner of Procurement, Lisa Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

H. CONSIDERATION OF PROPOSAL

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

I. ACCEPTANCE OF PROPOSALS

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal.
Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Organization:
 - a. Introductory letter about the applicant:
 - i. Name, address, email and telephone numbers.
 - ii. Type of service for which individual/firm is qualified.
 - b. Provide a list of staff available for the project (Local & Off-Territory)
 - c. Current Business License or state register for the services being advertised. All bidders bidding as a Joint Venture must be licensed as a Joint Venture in the US Virgin Islands
 - d. Current trade name registration certification; if applicable
 - e. Certificate of Good Standing dated July 1, 2019 or later
 - f. Articles of Incorporation (For Corporations) or Articles of Organization for (LLC's) or qualification (Limited Partnerships), if applicable.
2. Sub-Contractors:
 - a. Provide listing of Sub-Contractors that shall be retained for this project including phone numbers.
 - b. Provide what percentage of work will be sub-contracted.
3. Project Experience:
 - a. Provide a list of projects performed within the last three (3) years. Include a brief description of the work performed and cost of each project.
 - b. Provide a list of projects currently being performed. Include a brief description of the project and percentage completed.
4. Project Approach:
 - a. The respondent applying to this solicitation will describe how you will approach this project and availability to perform the services requested.
5. Project References: 3 letters minimum (including a notarized written consent from the authorized representative which must include name; telephone number; and email address).

6. Insurance Requirements: The cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

a. **Certificate of Government Insurance** (Workmen's Compensation):

- i. Respondent will provide a Certificate of Insurance reflecting the required coverage by Virgin Islands law.

c. **Comprehensive General Liability Insurance:**

- ii. Respondent shall carry comprehensive general liability on an occurrence form with no "x, c, or u" exclusions with the following minimum limits:
 - 1. Each occurrence- \$1,000,000.00
 - 2. Damaged to rented premises-\$50,000.00
 - 3. Medical Expenses- \$5,000.00
 - 4. Personal & Adv Injury-\$1,000,000.00
 - 5. General Aggregate-\$2,000,000.00
 - 6. Products-Completed Ops. Aggregate- \$2,000,000.00
- ii. General Aggregate shall apply on a policy basis.
- iv. Respondent shall provide a Certificate of Insurance reflecting required coverage.
- v. If awarded, the Contractor shall provide proof of adding the Government as an additional insured via a scheduled/individual endorsement.

7. **Cost Proposal** (*one (1) original and four (4) copy sets of proposals*) must be submitted in a separate sealed envelope.

K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**L. MANDATORY LIST OF REQUIRED SUPPROTING DOCUMENTS TO
CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



List of Required
Docs.09.17.2018.pdf



**Department of Planning and Natural Resources
Division of Libraries, Archives, and Museums**

Charles Wesley Turnbull Regional Public Library
4607 Tutu Park Mall
St. Thomas, USVI 00802



**REQUEST FOR PROPOSAL (RFP)
FOR
E-RATE FUNDING YEARS 2020 - 2022
(July 1, 2020 – June 30, 2022)

TELECOMMUNICATIONS SERVICES
(LOCAL AND LONG DISTANCE TELEPHONE & CELLULAR SERVICE)**

February 2020

GENERAL INFORMATION

A. PURPOSE / OVERVIEW

1. **Purpose/Overview:** The purpose of this Request for Quote (RFQ) is to seek qualified service provider(s) / vendors(s) with the knowledge, experience, and expertise to provide customized cellular phone and local and long distance telephone services for the Virgin Islands Department of Planning and Natural Resources' (DPNR) Division of Libraries, Archives, and Museums (DLAM).
2. **Categories of Services:** This RFQ is requesting proposals for Category One Telecommunications Services. Respondents may elect to limit their proposals to a single service within this category or both services. Proposers may respond to one or more of the requested services. If a proposer is responding to more than one category of service, a separate proposal and proposed pricing for each service must be developed and submitted, unless a single quote combines multiple services as a more cost-effective solution (example long distance service and cellular phone service). One or more proposer may be selected to provide the services outlined herein.

B. BACKGROUND

DPNR – Division of Libraries, Archives and Museums

Tasked with leading DPNR is the Commissioner of DPNR. DPNR is charged with protecting, maintaining, and managing the natural and cultural resources of the Virgin Islands through proper coordination of economic and structural development with local, federal, and non-governmental organizations; for the benefit of present and future generations that they live safer, fuller lives in harmony with their environment and cultural heritage. DPNR is comprised of several divisions to include DLAM, of which the Virgin Islands Public Library System is under its auspices.

The Territory of the United States Virgin Islands is divided into two (2) districts – the St. Thomas / St. John district and the St. Croix district. Both districts provide invaluable library services to its community. This service is managed and directed by the Director of Libraries, Archives, and Museums and its day-to-day operations are facilitated by the library staff in the respective district. To follow is a chart of the libraries in both districts with pertinent information:

ST. THOMAS / ST. JOHN DISTRICT	Number
Libraries	3
Charles Wesley Turnbull Regional Public Library	
Enid M. Baa Public Library and Archives (Temporarily Closed)	
Elaine Ione Sprauve Library and Museum of Cultural Arts	
Programs	2
Bookmobile in Your Neighborhood – St. John (Currently Inoperable)	
Bookmobile in Your Neighborhood – St. Thomas	
Public Computer Lab - Digital Literacy Coach	
ST. CROIX DISTRICT	
Libraries	3
Athalie M. Petersen Public Library (Temporarily Closed)	
Florence A. Williams Public Library	
Regional Library for the Blind and Physically Handicapped	
Programs	2
Bookmobile in Your Neighborhood	
Public Computer Lab - Digital Literacy Coach	
BOTH DISTRICTS	
TOTAL NUMBER OF DPNR-DLAM's USVI PUBLIC LIBRARIES	6
TOTAL NUMBER OF PROGRAMS	2
STAFF	24
Director	1
Administrative and Clerical Staff	5
Librarians and Library Technicians	13
Facility and Maintenance Personnel	5

The Director, Informational Technology and/or Administrative staff will serve as the DPNR-DLAM liaison on this project.

C. ADMINISTRATIVE STRUCTURE

Honorable Jean-Pierre L. Oriol is the Commissioner of the Department of Planning and Natural Resources. With the aforementioned background information, managing and directing DLAM is Acting Director Arlene L. Pinney-Benjamin.

DPNR-DLAM's official physical and mailing address for any correspondence or delivery of paper reports is:

Department of Planning and Natural Resources
Division of Libraries, Archives, and Museums
Charles Wesley Turnbull Regional Public Library
4607 Tutu Park Mall
St. Thomas, US Virgin Islands 00802

D. E-RATE PROGRAM BACKGROUND AND REQUIREMENTS

History of the Program

The Universal Service Fund was established in 1934 as part of a telecommunications act enacted that all citizens have access to "rapid, efficient, nationwide ... communications services with adequate facilities at reasonable facilities at reasonable charges." E-Rate, which stands for "Education Rate".

The E-rate program, officially known as Universal Service Schools and Libraries Discount Mechanism, was established by Snow-Rockefeller amendment to the Telecommunications Act of 1996 and it provides affordable access to Telecommunications services for all eligible schools and libraries in the United States. The program provides discounts from 10% to 90% on telecommunications services, Internet Access and internal wiring installation and maintenance.

Program Administration

The Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) administers the E-Rate Program. USAC is an independent, not-for-profit corporation that operates under the direction of the Federal Communications Commission (FCC).

USAC administers the Universal Service Fund, which was created by the telecommunications Act of 1996 to ensure that consumers in all states and territories of the United States have access to quality telecommunications and information services at affordable rates. Before each new funding year, the FCC reviews the list of services at affordable rates. Before each new funding year, the FCC reviews the list of services and equipment eligible for E-rate discounts and adds, deletes, and/or modifies items as it sees fit. To review the FCC Eligible Services List, go <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>

The Universal Service Administrative Company's E-Rate Program has two (2) categories of service for which funds are available include:

Category One:

Category One services can be generally defined as services needed to support broadband connectivity to schools and libraries. Specifically, eligible Category One services are such as data transmission services and Internet access and voice services. This category consists of the services that provide broadband to eligible locations including data links

that connect multiple points, services used to connect eligible locations to the Internet, services that provide basic conduit access to the Internet and voice and telephone dial-up services.

Category Two:

Category Two Services are generally defined as the equipment and services needed for E-Rate Support. Category Two services are inclusive to internal connections needed for broadband connectivity within schools and libraries. Support is limited to the internal connections necessary to bring broadband into, and provide it throughout, schools, and libraries. These are broadband connections used for educational purposes within, between, or among instructional building that comprise a school campus and basic maintenance of these connections, as well as services that manage and operate owned or leased broadband internal connections.

The following table details the categories of services and eligible components:

CATEGORY ONE	Data Transmission Services and Internet Access	<p>There are leased, tariffed, contracted, or month-to-month services that are used to communicate information/data electronically between sites. An eligible Telecommunications Service provider MUST provide the services. Digital transmission services and Internet access services include:</p> <ul style="list-style-type: none"> *Asynchronous Transfer Mode (ATM) *Broadband and over Power Lines *Cable Modem *Digital Subscriber Line (DSL) *DS-1 (T-1), DS-3 (T-3), and Fractional T-1 or T-3 *Ethernet *Integrated Services Digital Network (ISDN) *Leased Lit Fiber *Leased dark Fiber (including dark fiber indefeasible rights of use (IRUs) for a set term) *Self-Provisioned Broadband Networks *Frame Relay *Multi-Protocol Label Switching (MPLS) *OC-1, OC-3, OC-12, OC-n *Satellite Services *Switched Multimegabit Data Service *Telephone dial-up Wireless services (e.g., microwave)
	Voice Services	<p>This service provisions for all cost of telephone services and circuit capacity dedicated to providing voice services including:</p> <ul style="list-style-type: none"> *Centrex *Integrated Services Digital Network (ISDN) *Interconnected voice over Internet protocol (VoIP) *Local, long distance, and 800 (toll-free) service *Plain old telephone service (POTS) *Radio Loop *Satellite telephone service *Shared telephone service (only the portion of the shared services relating to the eligible use and location may receive discounts) *Wireless telephone service, including cellular voice and excluding data and text messaging

CATEGORY TWO	Internal Connections	<p>The wiring and components that expand data across within a school or library, such as to individual classrooms within a school. Internal Connections can be provided by any commercial organization. Eligible broadband internal connections include:</p> <ul style="list-style-type: none"> *Access points used in a local area network (LAN) or wireless local area network (WLAN) environment (such as wireless access points) *Antennas, cabling, connectors, and related components used for internal broadband connections *Caching *Firewall services and components separate from basic firewall protection provided as a standard component of a vendor's Internet access service. *Switches *Routers *Racks *Uninterruptible Power Supply (UPS) Battery Backup *Wireless controller systems *Software supporting the components on this list used to distribute high-speed broadband throughout school buildings and libraries
	Basic Maintenance of Internal Connections	<p>This service is applicable to basic maintenance and technical support needed to maintain reliable operation when provided for eligible broadband internal connections.</p> <p>The eligible basic maintenance services include:</p> <ul style="list-style-type: none"> *Repair and upkeep of eligible hardware *Wire and cable maintenance *Configuration changes *Basic technical support including online and telephone based technical support\ *Software upgrades and patches including bug fixes and security patches
	Managed Internal Broadband Services	<p>This service includes support as part of a managed internal broadband service. The eligible service includes:</p> <ul style="list-style-type: none"> *Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connections and eligible managed internal broadband services (e.g., managed Wi-Fi) *E-rate support is limited to eligible expenses or portions of expenses that directly support and are necessary for the broadband connectivity within schools and libraries. Eligible expenses include the management and operation of the LAN/WLAN, including installation, activation and initial configuration of eligible components, and on-site training on the use of eligible equipment. *In some eligible managed services models, the third-party manager owns and installs the equipment and school and library applicants lease the equipment as part of the managed services contract. In other cases, the school or library may own the equipment, but have a third-party manage it for them.

Vendor Qualification

Universal Service (E-Rate Program) Requirements

To warrant consideration for an award of contract resulting from this Request for Quote, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as the "E-rate" Program), as provided for and

authorized under the federal Telecommunications Act of 1996 (47 U.S.C. § 254, "Universal Service"). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

• **USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the Federal E-rate Program. Vendor must submit with its proposal a written statement explaining how it acquired that knowledge and listing its E-rate Program – related experience.

• **USF Registration**

Vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN"). For additional information, call the SLD at 1-888-641-8722, or access their website.

• **USF Participation**

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with DPNR, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-rate Program to ensure that DPNR receives all of the E-Rate funding for which it has applied and to which it is entitled in connection with Vendor's services and/or products.

• **USF Documentation**

Vendor shall provide DPNR staff and/or any entity legally acting on behalf of the Department, including but not limited to consultants, within a commercially reasonable period of time, all of the information and documentation that the Vendor has, or, that Vendor reasonably can acquire that DPNR may need to prepare its E-Rate applications and/or to document transactions eligible for E-rate Support.

• **Invoicing Procedures**

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to DPNR for E-rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number ("FRN")
- Vendor's signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches Government of the Virgin Islands, Department of Planning and Natural Resources (DPNR) contract specifications; Form 470 and Form 471 descriptions of same

- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to DPNR (non-discounted amount of eligible charges)
- Invoice on Vendor's letterhead or on a Vendor-generated form
- District's Billed Entity Number
- District's Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

•Delayed USF Funding Commitment

Vendor understands that due to circumstances beyond DPNR's Control, DPNR may not receive an E-rate funding commitment by the beginning of the E-Rate Funding Year, July 1, for the services it intends to purchase from Vendor during that funding year.

Retroactive Invoicing

When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount DPNR is owed retroactive to July 1st of the funding year or to whenever approved service to DPNR began, whichever date is later.

USF Audit and Document Retention Requirement

- Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's Services to DPNR.
- All such records shall be retained for seven (7) years following completion of services and shall be subject to inspection and audit by DPNR or other authorized entities and or persons.
- Vendor shall include in all subcontractor agreements for services, provisions requiring sub-contractors to maintain the same records and allowing DPNR and other authorized entities and/or persons the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and DPNR's Form 470 and Form 471
- Ensuring that services or products are not provided to DPNR without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and DPNR
- Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th

- Supporting documentation sufficient to evidence that what was approved per the PCDL and provided to DPNR, was actually provided to DPNR and when
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to DPNR in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
- Maintaining fixed asset list of E-rate-supported equipment provided to DPNR with detailed information for each item (model number, serial number, product description) and made available to DPNR in electronic format

DPNR – Public Libraries Applicable Discount
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90%

E. AGREEMENT TYPE

The agreement awarded under this RFP will be for professional services. No payments in advance or in anticipation of services or supplies to be provided under the contract shall be made by the Government.

F. AGREEMENT TERMS

Unless otherwise agreed pursuant to negotiations, the term of the agreement awarded under this RFP shall be for a period of two (2) years.

G. SELECTION OF CONTRACTOR

A contract shall be negotiated with a proposer deemed to be the most qualified and responsive to this solicitation. Such a proposer is one, which has financial, technical, and other resources that indicate an ability to perform the services required by this solicitation. A number of factors may influence the Department's decision in selecting the provider. These factors include, but are not limited to, proposer's ability to deliver requested services in a timely manner; reputation, qualifications, experience, familiarity, cost factor, and specialty in providing similar services; quality of supporting resources; and responsibility status. Cost will be a rating factor for proposal evaluation.

H. INCURRED COSTS

The Department is not liable for any cost incurred by the proposer prior to the signing of a contract by all Parties.

I. LATE PROPOSAL

Any Proposal received after the exact time specified for receipt will not be considered.

J. GIFTS FROM PROPOSER

The Government's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

K. LICENSES, FEES & TAXES

1. The selected contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, local income tax, and payroll and withholding taxes for its employees. The contractor shall hold the Department harmless for all claims arising from payment of such taxes and fees.
2. The selected contractor shall obtain and post as required, all licenses, insurances, permits, and certificates as required by federal and local laws, rules and regulations, and policies.

II. SCOPE OF SERVICES

A. TELECOMMUNICATIONS

1. LOCAL AND LONG DISTANCE TELEPHONE SERVICES

The DPNR is seeking proposals for local and long distance telephone services for approximately 50 telephone lines. The service shall include, but not be limited to:

- Maintain existing local telephone and fax service at all libraries and DPNR support offices
- IntraLATA (local access transport area) that is not local
- InterLATA – Intrastate
- Interstate
- International
- Long distance directory services
- Operator assisted calls
- Calling cards for long distance services
- Toll free numbers (1-800 service)
- Account codes and call management
- Conference calling
- Security code
- Public pay telephone long distance service

2. CELLULAR PHONE SERVICE

General Information

The DPNR desires proposals for Cellular Phone and as specified herein for

approximately 5 users. The purpose of this RFQ is to establish an agreement, at firm prices, for the purchase of the services and equipment listed as a part of this RFQ. The successful awardee(s) agrees to this condition by signing its proposal. Cellular phone service must include an unlimited data package for internet and email access.

Cellular Phone Service requirements

Technical Specifications for Coverage Area:

Proposer will be required to provide a written guarantee with the proposal or upon request that local area coverage for cellular service includes all of St. Thomas, St. John and St. Croix, United States Virgin Islands.

Monthly Service Invoices for All Items:

Aggregate and detailed billing is required by the DPNR and its accounting and budgetary departments, and must be provided at no charge. Proposer will provide a hard copy (paper) invoice for the Aggregate DPNR account activity each month. Proposer must provide detailed information about individual subscriber call via digital record each month to DPNR's DLAM from which record data can be sorted (or otherwise manipulated) and printed using standard Microsoft Office productivity applications (Excel, Access).

Aggregate monthly statements must include the following information via hard-copy media (paper):

- Summary total of all charges incurred in the billing period
- Summary totals for charges falling into each of the categories below:
 - o Roaming
 - o Long distance
 - o Directory Assistance
 - o Summary total of all airtime minutes used
 - o Summary total of all billable airtime minutes used
 - o Total Adjusts to the current bill
- Detailed monthly service invoice must provide the following features:
- Digital or electronic record delivered monthly to DPNR Administrative team. Individual call detail included in the above noted electronic billing record for each cellular telephone (or any other cellular device that provides wireless connectivity to its user)
- Total minutes of airtime used
- Number(s) being called
- Location (city) of numbers called
- Date(s) of each call
- Time(s) of each call
- Call duration

- Itemized charges for Long Distance
- Itemized charges for Roaming
- Itemized charges for Directory Assistance Service invoices shall be submitted monthly to DPNR's DLAM

Standard Equipment: Proposer must provide at the time of, and in association with, each new line activation a cellular telephone equipment handset that meets or exceeds the following specifications. Please note that cellular phones are ineligible for E-rate support and must be listed in pricing as a separate ineligible cost. The price of E-rate ineligible cellular telephone(s) may not be bundled with E-rate eligible cellular service.

- Call forwarding
- Call waiting
- Three way calling
- Caller ID
- Voicemail
- "Phonebook" - storage of frequently used numbers
- Dual Band / Dual Mode / Digital handset
- Numeric paging
- Emergency Services - 911 quick-dial
- Hands-free earplug and microphone
- Desk Charger
- Adjustable Ringing Tones
- Vibration Alert
- Keypad Lock
- Hearing Aid support
- Back-lit display for low-light conditions
- Speed-dial feature

Requested Services.

Proposer will provide network services that provide/support the following standard features:

- National coverage either through network systems owned by the awardee or via peering relationships with other local or regional providers.
- Digital networks - System infrastructure / architecture
- Security systems ensuring the privacy and safety of DPNR service subscribers
- Long distance provisioning.

Optional Equipment and Service Requirements

The Proposer must be able to make available within its established line of product offerings:

- A cellular telephone handset capable of being locked down in such a manner that all incoming and outbound calls can be restricted to the numbers stored in its password

- protected on-board, electronic phone book.
- Network infrastructure supporting 56k (or greater) data transmission rates.
- The selected contractor will provide a universally accessible web portal that supports the composition and relay of text messaging to DPNR cellular phones.

Service Level Agreements

Each Respondent shall include a Service Level Agreement (SLA) for review as part of the proposal warranting that services will be delivered as requested and outlining a process for escalation and remediation of problem conditions. The SLA will include commitments to:

- A specified warranty of service
- Incident resolution procedures
- Clearly defined escalation procedures
- Remediation strategies to mitigate equipment, systems or services deficiencies
- Damages and compensation for failure to meet warranted service.

Proposer agrees to respond and resolve dispatched maintenance requests within a reasonable time given the priority of the request. The DPNR will work with the selected vendor to determine how priority levels will be assigned to incidents and service requests. The DPNR reserves the right to adjust priorities, response and resolution times, as needed.

III. NON-PERFORMANCE BY SELECTED CONTRACTOR

In the event of the selected contractor's non-performance under the subsequent contract and/or the violation or breach of the contract terms, the Government shall have the right to pursue all administrative, contractual, and legal remedies against the contractor and shall have the right to seek all sanctions and penalties as may be appropriate. Further, either party shall have the right to terminate the contract with or without cause upon the agreed upon written notice to the other party specifying the date of termination.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20____, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government solicited the services under RFP No. _____; and

or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment

insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
Commissioner Nominee
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

[NAME & TITLE]
[USER AGENCY]
[AGENCY'S PHYSICAL ADDRESS]
[AGENCY'S MAILING ADDRESS]
[CITY, STATE, ZIP CODE]

CONTRACTOR

[NAME]

[TITLE]
[NAME OF COMPANY]
[PHYSICAL ADDRESS]
[MAILING ADDRESS]
[CITY, STATE, ZIP CODE]

23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

28. INSURANCE [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP's approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP's approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP's approval).
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

[NAME] [TITLE]

[USER AGENCY] Date _____

Anthony D. Thomas, Commissioner Nominee

Department of Property and Procurement Date _____

CONTRACTOR

[NAME] [TITLE]

[NAME OF COMPANY] Date _____

(Corporate seal, if Contractor is a corporation)

APPROVED:

Date: _____
Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____ Date _____

PURCHASE ORDER NO. _____

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between the Department of Property and Procurement and _____.

Anthony D. Thomas, Commissioner Nominee
Department of Property and Procurement

RFP No. _____
Contract No. _____

Contractor's Initials: _____

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required– blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
3. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
4. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only to professional services contracts where the Government will rely on the advice and services of the Contractor in its decision-making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor's work.
5. **Corporations (Inc., Corp, Co., Corporation)**
 - a. Articles of Incorporation (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
6. **Limited Liability Company (LLC)**
 - a. Articles of Organization (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of existence (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
7. **General Partnerships**
 - a. Partnership agreement (if it exists)
 - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
 - c. Tradename Certificate if company uses a tradename (valid for two years)
8. **Limited Partnerships (L.P/ LLP/ LLLP)**
 - a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Existence (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)

9. Sole Proprietorship

- a. Tradename certificate if a tradename is used (valid for two years)

Note: Documents listed in Nos. 1-3 above are required for all contractors. Documents listed in No. 4 apply to professional services contracts only. Documents listed in Nos. 5-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-3 and 4 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.